

**Certificate of Notice Page 1 of 3**  
**United States Bankruptcy Court**  
**Eastern District of Pennsylvania**

In re:  
 Sharon Atwell  
 Fitzroy Atwell  
 Debtors

Case No. 16-15878-amc  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: Virginia  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Apr 07, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 09, 2020.

db/jdb +Sharon Atwell, Fitzroy Atwell, 6523 W. Girard Avenue, Philadelphia, PA 19151-3720

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Apr 09, 2020

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 7, 2020 at the address(es) listed below:

ANDREW SPIVACK on behalf of Creditor Toyota Motor Credit Corporation paeb@fedphe.com  
 BRIAN CRAIG NICHOLAS on behalf of Creditor U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-18TT bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com  
 JASON BRETT SCHWARTZ on behalf of Creditor Capital One Auto Finance jschwartz@mesterschwartz.com  
 JEROME B. BLANK on behalf of Creditor Toyota Motor Credit Corporation paeb@fedphe.com  
 JOSHUA ISAAC GOLDMAN on behalf of Creditor BANK OF AMERICA, N.A. bkgroup@kmllawgroup.com, bkgroup@kmllawgroup.com  
 KEVIN G. MCDONALD on behalf of Creditor U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-18TT bkgroup@kmllawgroup.com  
 KEVIN G. MCDONALD on behalf of Creditor Toyota Motor Credit Corporation bkgroup@kmllawgroup.com  
 MATTEO SAMUEL WEINER on behalf of Creditor U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-18TT bkgroup@kmllawgroup.com  
 RAYMOND M. KEMPINSKI on behalf of Attorney Raymond Kempinski raykemp1006@gmail.com, raykemp1006@gmail.com  
 RAYMOND M. KEMPINSKI on behalf of Debtor Sharon Atwell raykemp1006@gmail.com, raykemp1006@gmail.com  
 RAYMOND M. KEMPINSKI on behalf of Joint Debtor Fitzroy Atwell raykemp1006@gmail.com, raykemp1006@gmail.com  
 REBECCA ANN SOLARZ on behalf of Creditor Toyota Motor Credit Corporation bkgroup@kmllawgroup.com  
 REBECCA ANN SOLARZ on behalf of Creditor U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-18TT bkgroup@kmllawgroup.com  
 RONALD G. MCNEIL on behalf of Debtor Sharon Atwell r.mcneill@verizon.net  
 RONALD G. MCNEIL on behalf of Joint Debtor Fitzroy Atwell r.mcneill@verizon.net  
 THOMAS I. PULEO on behalf of Creditor U.S. Bank National Association, not in its individual capacity, but solely as legal title trustee for BCAT 2016-18TT tpuleo@kmllawgroup.com, bkgroup@kmllawgroup.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 18

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Fitzroy Atwell Sharon Atwell  <u>Debtors</u>	CHAPTER 13
Toyota Motor Credit Corporation  <u>Movant</u>	NO. 16-15878 AMC
vs.	
Fitzroy Atwell Sharon Atwell  <u>Debtors</u>	11 U.S.C. Section 362

William C. Miller, Esquire  
Trustee

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is **\$470.29**, which breaks down as follows;

Post-Petition Payments: February 27, 2020 at \$470.29/month  
**Total Post-Petition Arrears \$470.29**

2. The Debtor(s) shall cure said arrearages in the following manner;
  - a). Beginning on March 27, 2020 and continuing through August 27, 2020 until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$470.29** on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-seventh (27<sup>th</sup>) day of each month, plus an installment payment of **\$78.39 from March 27, 2020 to July 27, 2020 and \$78.34 for August 27, 2020** towards the arrearages on or before the last day of each month at the address below;

TMCC  
P.O. BOX 5855  
CAROL STREAM, IL 60197-5855

- b). Maintenance of current monthly vehicle payments to the Movant thereafter.
3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

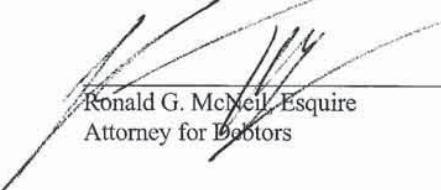
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

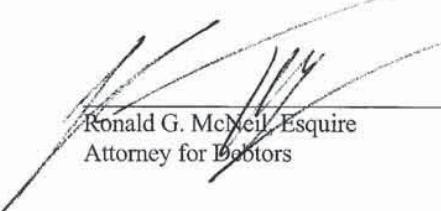
Date: March 5, 2020

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: April 6, 2020

  
Ronald G. McNeil, Esquire  
Attorney for Debtors

Date: April 6, 2020

  
/s/ Jack Miller, Esquire, for \*  
William C. Miller, Esquire  
Chapter 13 Trustee

*\*No objection to its  
terms, without prejudice  
to any of our rights and  
remedies*

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2020. However, the court retains discretion regarding entry of any further order.

**Date: April 7, 2020**

  
Bankruptcy Judge  
Ashely M. Chan